

Cedar Falls CSD

Educ. Office Personnel

7/1/2005 6/30/2008

An Agreement
between
The Board of Education
of the
Cedar Falls Community School District
and
The Cedar Falls Educational Office Personnel

2005-2008

Cedar Falls, IA

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An Agreement, to become effective on July 1, 2005.

The Board of Education of the Cedar Falls Community School District, Black Hawk County, Iowa, hereinafter referred to as the Employer, and the Cedar Falls Educational Office Personnel (CFEOP), hereinafter Organization, agree as follows:

Art. I
SEPARABILITY

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

Art. II
DUES DEDUCTIONS

Authorization: Any employee who is a member of the CFEOP, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of CFEOP dues.

The CFEOP shall be responsible for notification to its members and potential members of this dues deduction privilege, and for supplying such persons with the necessary form for authorizing the deductions.

The Employer shall furnish annually to the CFEOP an adequate supply of the necessary forms.

Regular Deduction: Pursuant to the deduction authorization, the Employer shall deduct one-eleventh (1/11) of the total dues from the regular salary check of the employee each month for eleven (11) months (1/9 from each of 10 checks for associates), beginning with the November 1 salary check and ending with the September 1 salary check of each year.

Employees who join the CFEOP after October 15 of the year in which deductions are authorized may have their dues deducted in equal amounts from the remaining salary checks for the current year.

Authorization Deadline: All assignments for dues deductions or changes in deductions must be completed and filed in the Business Office by October 15 of the year in which deductions are authorized.

Duration: Such authorization shall continue in effect from year to year unless revoked in writing by the employee by a thirty (30) day notice to the Employer, or when the amount authorized for deduction is to be changed.

Transmission of Dues: The Employer shall transmit to the CFEOP the total amount deducted for CFEOP dues within one (1) month following each regular pay period.

The Employer shall also provide the CFEOP with a listing of the employee for whom deductions were made for the November 1 salary checks. With each of the ten (10) remaining transmittals, the Employer shall attach information specifying changes to the original listing which occurred during the particular month.

Indemnification: The CFEOP agrees to indemnify and hold harmless the Employer, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application for the provisions in the agreement between the parties for dues deductions.

Art. III
SALARIES

The base hourly rates for the six classifications are:

		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Associate I	Regular Program	\$7.80	\$7.90	\$8.00
Associate I	Special Education	\$7.80	\$7.90	\$8.00
Associate II	(media & NCLB)	\$7.90	\$8.00	\$8.10
Secretary I		\$8.20	\$8.30	\$8.40
Secretary II		\$8.45	\$8.55	\$8.65
Secretary III		\$8.80	\$8.90	\$9.00

All new employees will be hired at the base rate.

Employees moving from one classification to another will have their hourly rates increased or decreased by the difference between the base rates of the new classification and the former classification.

Basic increases for all continuing employees for 2005-2006 shall be \$.72/hour for all continuing employees. For 2006-2007, the increase will be \$.32/hour, and for 2007-2008 the increase shall be \$.28/hour.

Longevity pay consists of the following: contract years 5-9 = \$.02 per hour; years 10-14 = \$.04 per hour; years 15-19 = \$.06 per hour; years 20-24 = \$.08 per hour; years 25-29 = \$.10 per hour and years 30 and up = \$.12 per hour.

Should certification be mandated for associates by the Cedar Falls School District, state or federal government, all affected persons will be offered training and paid for such time. At the time of certification, an additional \$.05 per hour will be added to the employee's hourly pay.

Employees will record on their time cards their actual hours worked and will be compensated for the hours worked.

An employee asked to extend his/her work day to cover hours for an absent employee shall be paid for that additional time at his/her regular rate or the substitute rate for the classification of the person for whom the hours are being covered, whichever is greater.

Art. IV INSURANCE

Descriptions: The Board shall make available, through the various elementary, junior and senior high buildings, descriptions of the insurance coverage. Included in these descriptions will be the limits and conditions of coverage, as printed and supplied by the insurance carrier.

Coverages: Coverages for health and dental insurance for the 2005-2008 insurance coverage years (September 1 - August 31) shall be the same as coverages in effect for the largest bargaining unit.

Coverages include hospital, surgical, medical, dental, major-medical, long term disability and term life (\$25,000), with accidental death and dismemberment benefits.

The coverages noted above constitute a general listing and are included for information purposes only. Technical wording regarding the coverages is contained in the official contract with the insurance carrier and is further described in the carrier's program description cited in the first paragraph of this Article.

Board Premium Contributions: The Board agrees to provide monthly premium contributions for the 2005-2006 year of \$330.12 for eligible individuals, and each such individual shall pay \$1 per month; for those with dependent coverage, the monthly contribution toward that coverage shall be \$243.58; and the contribution shall be \$23.00 for dental, with the individual paying \$1 per month. Employees who elect to be covered by the plan under one of the plan options with a lesser cost will have the savings from the reduced individual premium payments resulting from that choice added to their compensation, with those amounts identified as the insurance adjustments or to another approved plan. For the next two contract years, the premium contributions by the Board and by the eligible individuals shall be the same as those for the largest bargaining unit.

Any employee who has insurance coverage and who is involuntarily reduced to 50%-79% FTE will continue on the group insurance plan.

Board contributions specified above shall continue in effect for employees on paid leaves of absence. Employees on unpaid leaves of absence may retain medical and/or life insurance coverage while on leave of absence, provided that such employees pay the total costs of the insurance coverage retained. Employees on leave of absence without pay shall be responsible for paying the full monthly premium. Employees on leaves of absence without pay are not permitted to retain health insurance coverage beyond one (1) coverage year. Employees returning from unpaid leave of absence who have not retained health insurance coverage will resume coverage on the first of the month following the month of return to active work.

Art. V TRAVEL REIMBURSEMENT

Employees who are required by the principal to utilize personal vehicles for school-connected business are eligible for travel reimbursement at the approved rate specified by the District. Reimbursement shall be for actual miles driven. Expense vouchers are to be submitted through the principal's office at the end of each semester.

Art. VI PHYSICAL EXAMINATION REIMBURSEMENT

For returning employees, the Board will reimburse employees in the amount of thirty dollars (\$30) for Board-required physical examinations. Reimbursement will be made after submission of the completed examination form, provided that the form is submitted by September 15 of the year when due.

Art. VII
HOURS

Scheduling of lunch periods and breaks shall be determined by the building principal.

Each employee shall have a 30-minute duty-free lunch period, without pay, scheduled around the middle of the work day. The lunch period will be assigned by the principal. Each employee shall be permitted one 10-minute break taken near the middle of the first half of the day and one 10-minute break taken near the middle of the second half of the day. Part-time employees shall be permitted one 10-minute break during any four consecutive hours of work. Breaks will be scheduled by the immediate supervisor. When the school cafeteria is closed for holiday or quarter breaks, employees may take their 10-minute breaks in conjunction with their lunch periods.

Overtime is defined as all hours worked in excess of forty (40) hours in any one week. Overtime will be assigned by the immediate supervisor prior to performance of same. Paid leave shall count toward hours worked for purposes of calculating the forty (40) hours per week.

Art. VIII
HOLIDAYS

When the term of the regular employee's contract includes the following days, said days shall be paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day and Memorial Day.

Maximum days assigned shall be broken down into working days and holidays.

Art. IX
LEAVES OF ABSENCE

Sick Leave: The Board of Education shall annually grant employees who are beyond the fourth individual contract with eighteen (18) days sick leave. If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of available leave of 95 days at full pay (including the leave of the current year).

New employees beginning after July 1, 2005 shall receive sick leave as specified below:

1 st contract year:	12 days (pro-rated if less than the full school year)
2 nd contract year:	13 days
3 rd contract year:	14 days
4 th contract year:	15 days

New employees must be on the job for a minimum of thirty (30) days to receive full benefits. Employees will be eligible for ten (10) days sick leave during the first thirty (30) days.

Sick leave shall be interpreted to mean personal illness or injury.

Ten (10) days of sick leave may be used for serious illness or death in the household or in the immediate family (immediate family includes parents, children, sisters and brothers only). Situations requiring more than this may be approved by the administration.

An employee may, at the beginning of the school year, elect to specify five (5) days of sick leave from the current year's entitlement as reserved only for use in the event of an illness or injury to a dependent child. Such designated leave days shall then be available to that employee for that year only, and may be utilized only for instances where the physical condition of the child requires parental care but not necessarily the treatment or attention of a physician. The designated days are not returnable to accumulated sick leave or to be used for regular or serious illness use in any event.

The Board of Education may require a physician's certificate as a basis for determining pay during absence if this should be deemed necessary.

Emergency Leave: An employee shall be entitled to three (3) days of emergency leave, without loss of pay. Such emergency leave is defined as in the death or serious illness of a family member or close friend, and where sick leave provisions do not apply. In the event of the death of a student or employee of the Cedar Falls Community School District, the principal of the appropriate building may grant to an appropriate number of employees sufficient time to attend the funeral.

Bereavement Leave: An employee shall be entitled to up to five (5) days per occurrence of bereavement leave, with pay. Bereavement leave may be used only in the case of death or serious illness of a member of the immediate family (father, mother, brother, sister or child) or in the household.

Personal Leave: Each employee shall be entitled to a maximum of two (2) days of personal leave per year. Such leaves may be taken in increments of one half (1/2) day, one (1) day, or two (2) days. Employees who resign before completion of at least one-half (1/2) of the annual contract shall be entitled to one (1) day of personal leave. Approval for requests for personal leave shall be granted by the building principal except in cases where the use of personal leave for the time requested would have an adverse effect.

Personal leave shall not be granted for the purposes of extending a vacation or holiday, except in cases of emergency.

Personal leave may accumulate to a maximum of three (3) days total, including the allotment for the current year. Unused personal leave days will be added to the employee's accumulated sick leave and may be in excess of the established sick leave maximum.

Public Office Leave: Employees campaigning for and/or elected to public office (local, state, or federal government) shall, upon request and approval by the Board, be granted a leave of absence without pay to fulfill the duties of that office.

The employee taking the leave will retain all benefits, including accrued sick leave and personal leave, and seniority, but will not accrue leave time or other benefits while on leave.

Jury Service and Subpoena Leave: Any employee who is called to serve on jury duty or who is subpoenaed to appear in a civil or criminal court proceeding shall be entitled to temporary leave without loss of pay. Remuneration for jury service and subpoena leave on a contract day shall be prorated on the basis of the employee's full time equivalency and such portion shall be turned over to the Cedar Falls Community School District.

If service on a jury or under subpoena would work a hardship on the school, an attempt shall be made to have the employee excused.

Sick Leave Bank: A sick leave bank will be established for use by employees in this bargaining unit who choose to participate. The bank year will be from September 1 through August 31 annually.

Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to a period of time not greater than the remaining days of the individual's contract.

Participation in the bank system will be on a voluntary basis and contributions will be made in the form of two (2) days of sick leave (expressed as hours of work time) from the current year's allocation.

The days contributed (as hours) to the bank become the property of the bank and are non-returnable to the employee.

Employees who wish to enroll must submit two (2) completed copies of this to the Business Office on or before September 15 of the year for which participation is desired. The Business Manager will sign the forms and return one (1) copy to the employee. This sick leave bank application will continue from year to year unless revoked in writing by the employee before September 10 of the school year in which the revocation is to be effective.

Assets of the bank will not be carried over from year to year in excess of 600 hours. The following year's bank will consist of the hours carried forward plus all contributed hours for that year's participation.

Use of the bank leave hours will be on an hourly basis, e.g., everyone eligible will draw hours from the bank until total bank leave hours have been exhausted.

Conference Leave: An employee approved by the appropriate director to attend an educational conference or training opportunity directly or closely related to the employee's area of service shall be eligible for leave with pay. In such instances, the District shall provide a substitute, if necessary, and may partially or wholly reimburse the employee for approved expenses (depending upon such factors as the nature of the conference, the number of persons attending and the costs related to the attendance.)

Requests for approval of this leave must be made to the appropriate director at least two (2) weeks before the beginning of the leave.

Extended Leave: Extended leave without pay may be granted for the purpose of caring for a sick or injured member of the employee's immediate family (spouse, parents or children). The maximum duration of leave shall be one (1) calendar year. Accrued sick leave will be retained by the employee while on this leave, but leave time or other benefits will not accrue during the period of the leave of absence. An employee utilizing this leave shall be, upon timely return from leave, guaranteed a bargaining unit position unless otherwise affected by reduction in force (in accordance with Art. XII, Procedures for Staff Reduction).

Leave for Further Study: An employee who has at least five (5) consecutive years of service in the Cedar Falls Community School District may apply for a one (1) year leave of absence, without pay, for the purpose of additional study. Such study may be in an accredited and recognized college, university, or other institution which will provide additional preparation in the employee's area of employment with Cedar Falls Schools. Accrued sick leave will be retained by the employee on leave, but leave time or other benefits will not accrue during the period of the leave of absence.

If an employee elects to remain under the insurance program coverage while on leave, the full premium shall be paid by the employee.

An employee utilizing this leave of absence shall be, upon timely return from the leave, guaranteed a bargaining unit position unless otherwise affected by reduction in force (in accordance with Art. XII, Procedures for Staff Reduction).

Child Bearing Leave: Child bearing leave shall be granted for the period of time during which the employee is certified by a physician to be temporarily disabled by her pregnancy (or complications of pregnancy) from performing the duties of her position; or, such period of time as may be mutually agreed upon between the employee and the employer.

The employee must submit a physician's statement of temporary disability to the Administration in accordance with the procedures and forms as so provided.

The Board of Education may require, at their discretion, a physician's statement of specific complications when the period of temporary disability exceeds twenty-one (21) calendar days.

Failure to return within five (5) working days from the termination of temporary disability or not having an approved "Child Bearing Leave" shall constitute grounds for termination.

Employees shall be eligible for sick leave provisions in accordance with existing policies for the period of temporary disability as attested to by a physician's statement.

An employee returning from child bearing leave shall be re-employed in her former position, if available. If that position is not available, the employee shall be re-employed in a position for which she is qualified.

Child Rearing Leave: Child rearing leave of absences shall be available to full time employees for a period of time, to conclusion of the same school year upon request, and shall not exceed 180 contract days, for the purpose of caring for a newborn infant for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the employee's child, or in the case of adoption, when the child is physically turned over to the employee-parent.

At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave.

Upon filing an application for adoption of a child, the employee shall be required to notify the Employer, in writing, of the employee's intention to take a child rearing leave. Such a notice to include the estimated date when such leave shall become effective.

In making final determination concerning the duration of a child rearing leave of absence, the Employer shall not be required to grant a leave of absence beyond the conclusion of the same school year or in excess of 180 contract days.

By mutual agreement, the length of the child rearing leave may be altered. The employee is encouraged to meet with the building principal in considering the particular educational needs of the students in selecting an effective date for returning from such leave.

An employee returning from child rearing leave will be re-employed in the employee's former position, if available. If that position is not available, then to a position for which the employee is otherwise qualified.

Failure of the employee to return on the date approved by the Employer shall constitute grounds for termination.

An employee who returns from child rearing leave within the provisions of this policy shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for child rearing leave.

An employee on child rearing leave is eligible for participation in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain at the beginning of the child rearing leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this policy.

A child rearing leave of absence granted under this section shall be a leave without pay.

Art. X SENIORITY

Seniority shall be computed in two divisions (special education and regular program), shall be computed from the employee's most recent date of employment, and will begin to accrue as of the first day of work under contract. When seniority is equal between or among employees, the ranking of those employees shall be determined by the drawing of lots. For those employees on the July 1, 1998, special education seniority list, seniority will be computed from their most recent date of hire at AEA 7.

Accrued seniority will be retained by persons during periods of lay-off and during unpaid leaves of absence. Seniority will accrue during all paid leaves of absence.

A seniority list will be provided to the president of the Organization on or before the first day of April and October. The list will show the classification of each employee in the bargaining unit.

Art. XI TRANSFER PROCEDURES

The assignment of an employee to a different job title or building at the employee's request shall be considered a voluntary transfer. The assignment of an employee to a different job title or building by administrative action alone shall be considered an involuntary transfer.

Secretarial and associate vacancies will be posted in the Central Office and in each attendance center. During the summer months, vacancies will be posted only in the Central Office and Administration shall be responsible for mailing notices to employees who have requested a transfer to a position of the type vacated. Copies of postings made during the summer months shall be sent to the home address of the Organization's president.

The personnel office will prepare a general summary of the expected duties, functions and responsibilities for each posted position, and will provide that information to employees who request copies for their information prior to responding to the posting.

Requests for additional hours or for transfer to a different assignment or building shall be filed in writing with the Personnel Office. Such requests will be considered in effect for one (1) year from the date of filing.

Employees responding in writing to a posting of vacancy and employees who have filed a request for transfer (pursuant to the above paragraph) will be given an opportunity to interview for the vacancy.

In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the requirements of the district for qualified personnel. No such request shall be denied without basis in fact. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of qualification, the most qualified applicant receiving the position. In instances wherein applicants are of relatively equal qualification, the determination shall be made on the basis of seniority.

In the event of an involuntary transfer the following provisions apply. An involuntary transfer shall be made only after a meeting between the employee involved and the Director of Personnel at which time the employee shall be given written reason(s) therefore.

A list of open positions in the school shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred.

Employees shall be allowed a maximum of sixty (60) working days to learn the job skills of a different job title to which he/she has been involuntarily transferred. On-the-job training shall be provided.

Art. XII PROCEDURES FOR STAFF REDUCTION

When a staff reduction is to occur, the reduction shall be accomplished in accordance with the following procedures:

The Board shall first determine the classification or classifications of employees subject to the reduction. For purposes of staff reduction, the classifications of employees are: Associate I – regular program, Associate I – special education, Associate II, Secretary I, Secretary II and Secretary III.

In each classification where reduction is to be effected, the person or persons to be terminated shall be selected by seniority. The employee(s) with least seniority shall be the first to be terminated. Notification to employee(s) shall be in writing and will contain notice of the effective date of termination.

Persons who will not receive contracts for the following school year, or who will be contracted for fewer contract days or hours per day, will be notified of such reduction not later than the last day of school. A copy of the notice shall be provided to the president of the organization.

In the event employment in a bargaining unit position becomes available, the position will be offered to the employee who has been involuntarily transferred from the job classification of the opening, provided the employee is qualified to perform the duties of the open position. If there is more than one such involuntarily transferred employee, the position will be offered in order of seniority as held in the original classification. If there is more than one such opening, the affected employee shall have a choice of the openings. Acceptance of the offer shall be decided within two (2) days. The offer shall be tendered prior to any involuntary transfer, action on any requests for voluntary transfer, recalls or solicitation of applications for the opening.

All individuals who have filed requests for voluntary transfers or for additional hours will also be interviewed for any vacant positions before those on recall. Then all persons who have been terminated from employment under these staff reduction procedures shall be notified of the open position.

A copy of notice shall be provided to the Organization. Persons who are qualified to perform the duties of the available position(s) shall then have ten (10) working days from the date of mailing of the notice in which to respond in person or in writing and an additional seven (7) days to report to work. Failure to respond shall be deemed to have refused the position.

Re-employment under these recall provisions shall be in reverse order of termination, and shall be to the division (regular program or special education) from which the person being recalled was reduced.

A person terminated pursuant to these procedures shall remain on the recall list for two (2) years.

Persons re-employed under recall rights shall have accumulated sick leave and seniority as of the date of termination restored. The hourly pay rate shall be the same as it would have been had the person not been terminated through staff reduction.

Art. XIII GRIEVANCE PROCEDURE

Definition: A grievance is a claim that there has been a violation, misinterpretation, or misapplication of some provision of the Agreement.

Grievants: Every employee and/or the Organization shall have the right to present grievances in accordance with these procedures.

Party in Interest: A party in interest is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.

Representation: An aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option at Levels Two and Three, by a representative selected or approved by the Organization.

Level One - Principal (Informal)

If an employee/Organization feels that a violation, misinterpretation, or misapplication of some provision of the Agreement has occurred, he or she/Organization shall first discuss the matter with the building principal.

Informal discussion specified at this level must be initiated within ten (10) working days of the event or condition giving rise to the discussion.

Level Two - Principal (Formal)

If the employee/Organization is not satisfied with the results of the informal discussion of the problem (Level One), he or she may file a formal grievance on the form set forth in Appendix A, Grievance Form. Any formal grievance must be filed in writing with the principal within ten (10) working days of the event or condition giving rise to the grievance.

The principal shall have ten (10) working days in which to respond in writing to the grievance. If the employee/Organization is not satisfied with the disposition of the grievance at this level, or if no disposition has been made, the grievance may within ten (10) working days of the date of disposition or expiration of the time limit for such disposition, be submitted to Level Three.

Level Three - Superintendent of Schools or Designee

The Superintendent of Schools or his designee shall have ten (10) working days, in which to provide a written disposition of any grievance submitted properly, following the prescribed actions at Level One and Level Two. If the Organization is not satisfied with the disposition or if no disposition has been made, the Organization may within ten (10) working days of the date of the disposition or the date of expiration of the time limit for such disposition, submit the grievance to arbitration.

Level Four - Arbitration

If the Organization decides to submit any grievance to arbitration, the Organization or their designee and the Superintendent of Schools or his designee shall jointly request the PERB to provide a list of three (3) qualified arbitrators. The parties shall then determine by lot who shall first strike a name from the list. The party first to strike a name shall have two (2) working days to effect this action. The other party shall have one (1) day in which to strike one (1) of the remaining names. The person whose name remains shall be the selected arbitrator. The arbitrator selected shall conduct a hearing and shall issue a decision within thirty (30) days of the final hearing.

Scope: The arbitrator shall have no power or authority to amend, expand, or in any other way change any provisions of the Agreement.

Effect: The decision of the arbitrator shall be final and binding on the parties.

Costs: Fees and expenses of the arbitrator shall be shared equally by the Employer and the Organization. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

Time limits: The number of days allotted for any step in the grievance procedure may be extended by mutual agreement.

In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the steps and if the unresolved grievance would result in irreparable damage to a party in interest, the time limit set forth herein shall be reduced by mutual agreement so that the various steps may be exhausted prior to the end of the school year or not later than thirty (30) days thereafter.

Art. XIV EVALUATION PROCEDURES

Evaluation Schedule: Each employee shall be evaluated after the first year of employment, after the second year of employment, and at least once every three years thereafter.

Evaluation Conference: A conference shall be held between the principal (or other designated administrative evaluator) and the employee after the completion of the evaluation. The evaluator and employee shall each sign the evaluation report, with the signature by the employee indicating that he or she has been made aware of the contents of the report. The employee's signature shall not necessarily indicate agreement with the contents of the report. The employee will be given a copy of the report.

Responses: Any employee may file a written response to his or her evaluation report, with the written response to be attached to the original copy on file in the Personnel Office. This response must be completed and filed with Personnel Office not later than ten (10) days after the conference with the administrative evaluator.


Grievance: The contents of any evaluation report to be used against an employee may be the subject of a grievance regarding the contents of the report at such time as the report(s) is (are) used against the employee in a notification of termination because of performance or a notification of withholding of wage increase because of performance.

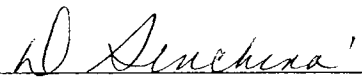
Art. XV
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2005, to and including June 30, 2008.

Cedar Falls Educational
Office Personnel

Board of Education
Cedar Falls Community
School District

By 
President

By 
President

Dated this 13th day of June, 2005

APPENDIX A
GRIEVANCE FORM

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

(Submit to Principal in Duplicate)

Building _____
Assignment _____
Name of aggrieved person _____
Date filed with principal _____
Certification by C.F.E.O.P. _____
Principal's signature _____

Level II

- A. Date cause of grievance occurred _____
*B. Statement of grievance _____

- C. Provision of the Agreement alleged to have been violated, misinter-
preted, or misapplied _____

- D. Relief sought _____

Date

Signature

- E. Disposition by principal _____

Date

Signature

Level III

F. Signature of aggrieved person _____

G. Date received by superintendent or designee _____

H. Disposition by superintendent or designee _____

Date

Signature

Level IV

I. Date of decision of C.F.E.O.P.
to submit grievance to arbitration _____

J. Signature of aggrieved person _____

K. Signature of Organization president _____

L. Date of submission to arbitrator _____

M. Disposition by arbitrator _____

Date

Signature

* Additional pages may be attached to include information regarding
B, C, D, E, H and M.